



# WASHOE COUNTY

Integrity Communication Service  
[www.washoecounty.us](http://www.washoecounty.us)

CM/ACM	_____
Finance	<u>KE</u>
DA	<u>DWV</u>
Risk Mgt	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>CH</u>

## STAFF REPORT

BOARD MEETING DATE: May 9, 2017

**DATE:** April 17, 2017

**TO:** Board of County Commissioners

**FROM:** Eric Crump, Division Director, Operations  
Community Services Department, 328-2182, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)

**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-3600, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**SUBJECT:** Approve a Location Access Agreement between Washoe County and Gypsy Moth Productions commencing on May 10, 2017 and through June 30, 2017, to access the Regional Emergency Operations Center to record and produce a documentary currently entitled "Broken Propeller;" and, if approved, authorize the Community Services Department Director to execute the Location Access Agreement on behalf of Washoe County. (Commission District 3.)

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### SUMMARY

Gypsy Moth Productions submitted a Facility Use Application requesting access to the Regional Emergency Operations Center (REOC) located at 5195 Spectrum Boulevard, Reno, Nevada. The purpose of the requested access is to film the operations at the County REOC to be used in a documentary currently entitled, "Broken Propeller," and for use as a training film for first responders.

The Community Services Division Director of Operations has approved the Facility Use Permit (Attachment C to the Agreement), conditioned upon the terms outlined in the attached Location and Access Agreement, subject to approval by the Board of County Commissioners (Board).

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

### PREVIOUS ACTION

There has been no previous action.

### BACKGROUND

A function of the Community Services Department (CSD) is to review and approve Facility Use Applications submitted by non-County entities for use of County property, pursuant to the Washoe County Facility Use Policy (Attachment A to the Agreement).

AGENDA ITEM # 5.F.2

The CSD ensures the intended use is compatible with the facility requested and that requirements to protect the County from property damage and liability exposure are minimized. Once a Facility Use Hold Harmless Agreement is signed and general liability insurance naming Washoe County as “additional insured” is in place, the CSD issues a Facility Use Permit.

Gypsy Moth Productions desires to access the Regional Emergency Operations Center to produce a documentary entitled “Broken Propeller.” Gypsy Moth Productions has completed the required Facility Use Application and associated Facility Use and Hold Harmless Agreement and has submitted the required evidence of General Liability Insurance in the amount required by Washoe County’s Risk Manager. Due to the nature of this request, and in conjunction with the District Attorney’s Office, the subject Location Access Agreement has been prepared and signed by the Producer of the documentary, indicating compliance with the terms and conditions required to grant approval for this project. If approved by the Board, the Community Services Director will issue the Facility Use Permit and execute the Location Access Agreement on behalf of Washoe County.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this Agreement, as there is no cost associated with access to the facility for this purpose.

#### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve a Location Access Agreement between Washoe County and Gypsy Moth Productions commencing on May 10, 2017 and through June 30, 2017, to access the Regional Emergency Operations Center to record and produce a documentary currently entitled “Broken Propeller;” and, if approved, authorize the Community Services Department Director to execute the Location Access Agreement on behalf of Washoe County.

#### **POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve a Location Access Agreement between Washoe County and Gypsy Moth Productions commencing on May 10, 2017 and through June 30, 2017, to access the Regional Emergency Operations Center to record and produce a documentary currently entitled “Broken Propeller;” and, if approved, authorize the Community Services Department Director to execute the Location Access Agreement on behalf of Washoe County.”

**LOCATION ACCESS AGREEMENT**  
**by and between**  
**COUNTY OF WASHOE**  
**And**  
**GYPSY MOTH PRODUCTIONS**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between the COUNTY of Washoe, a political subdivision of the State of Nevada, (hereinafter referred to as "COUNTY") and Gypsy Moth Productions (hereinafter referred to as "PRODUCER").

WHEREAS PRODUCER desires to produce a **documentary currently entitled "Broken Propeller" (working title)** featuring the operations of the Regional Emergency Operations Center ("REOC") and the employees who work at the REOC during an emergency exercise, and intended for exhibition; and,

WHEREAS COUNTY has agreed to allow limited access to PRODUCER to certain COUNTY facilities including the Regional Emergency Operations Center facilities to film and record the operations of the same; and,

WHEREAS COUNTY's REOC performs duties touching on sensitive and sometimes confidential matters which may affect the ability of PRODUCER to access COUNTY areas or buildings; and,

WHEREAS REOC "employees" consist of both COUNTY employees and employees from other local governments and private business or entities over whom COUNTY has neither supervision nor control; and,

WHEREAS neither COUNTY nor such other governmental or private employees have any legal or employment obligation to appear in PRODUCER'S documentary; and,

WHEREAS, it is the intent of the Parties that there be no unreasonable interference with the performance of the REOC's duties under the law; and,

WHEREAS the Parties have engaged in negotiations on such access and production and COUNTY has agreed to allow access as described herein in exchange for both tangible and intangible consideration including the benefits of publicity for the COUNTY and its REOC and other forms of consideration to be negotiated at a later time.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, COUNTY and PRODUCER covenant and agree as follows:

1. The initial term of this Agreement shall be for 2days commencing on May 10, 2017 through June 30, 2017.
2. PRODUCER agrees to pay to COUNTY \$0.00, which COUNTY represents is a good faith estimate of additional costs which will be incurred to allow PRODUCER to film as described herein.
3. PRODUCER will be allowed access to COUNTY facilities as more fully described and limited herein to record and produce a documentary beginning May 10, 2017. In connection therewith, COUNTY hereby grants PRODUCER access to COUNTY owned or controlled facilities, real and personal property including without limitation, vehicles and REOC offices and locations, employees and other personnel (all collectively referred to as "COUNTY Facilities"), which are reasonably required for PRODUCER to record and produce said documentary. This period may be extended in a writing executed by both Parties.
4. It is the intent of the Parties that there be no unreasonable interference with the performance of the REOC's duties or operations under the law. PRODUCER understands and agrees that the first priority of the REOC is the faithful performance of those duties, and agrees to follow all directions of the REOC Director, Aaron Kenneston or his designee, which may include halting of filming. Notwithstanding the PRODUCER's need for access to COUNTY Facilities for purposes of filming, the PRODUCER agrees that REOC Director Aaron Kenneston or his designee have authority to halt production in their sole discretion for business related reasons which include, but are not limited to, public safety, confidentiality, or interference with the effective performance of duties. COUNTY agrees that the exercise of its abilities under this paragraph shall be for business related reasons, and COUNTY shall provide PRODUCER with reasonable advance notice thereof.
5. PRODUCER agrees that filming crew sizes shall, to the greatest extent possible, and as reasonably necessary for the creation of the documentary, be limited to 1 camera persons, 1 audio person, and a PRODUCER. If a larger crew is necessary, PRODUCER agrees to request permission, in advance, of REOC authorized staff. COUNTY agrees that permission shall not be unreasonably withheld.
6. PRODUCER acknowledges COUNTY has established policies and procedures to which all of its employees are required to strictly adhere at all times. PRODUCER acknowledges COUNTY's right to prohibit the continued utilization of any COUNTY employee who has engaged in conduct that this in violation of COUNTY's policies and procedures.
7. PRODUCER recognizes and agrees COUNTY has no legal ability to

authorize the filming or broadcast of any of its employees, and PRODUCERS agree not to broadcast images or pictures of any employee who has not authorized, in a writing executed in advance of any broadcast, their image to be so broadcast.

8. PRODUCER recognizes and agrees REOC employees consist of employees who are not COUNTY employees, and that COUNTY has no legal ability to authorize the filming or broadcast of any individual who is not a COUNTY employee, and PRODUCERS agree not to broadcast images or pictures of any non-COUNTY employee who has not authorized, in a writing executed in advance of any broadcast, their image to be so broadcast.
9. COUNTY hereby grants PRODUCER the right to: a) make recordings, on tape, of COUNTY Facilities, including interior and exterior shots of COUNTY buildings and equipment, including signage and persons located on COUNTY Facilities ("Recordings"); and b) the right to use, tape or otherwise record, the name, shield, service mark, badge or other official insignia of COUNTY and any other COUNTY copyrightable materials, logos, artwork, and designs as such are used in COUNTY Facilities, uniforms and/or vehicles ("Materials") and the right to depict said Materials in documentary, and/or in the advertising or promotion thereof. Notwithstanding the foregoing, PRODUCER agrees that: a) any Materials shall be used solely within the context of COUNTY official duties and by personnel in the course of said personnel's job responsibilities; b) PRODUCER shall use the Recordings and/or Materials in a factually accurate manner and will not reveal any proprietary or confidential information of COUNTY provided that COUNTY informs PRODUCER prior to taping that said information is proprietary or confidential. Moreover, while COUNTY is under no affirmative duty to review any recordings by PRODUCER, COUNTY shall be entitled to reasonably review the same and to request that certain scenes be edited or revised if inclusion of same would violate the rights of third Parties; violate any law, COUNTY policy or procedure; expose COUNTY to civil or criminal liability; or threaten the security of COUNTY Facilities.
10. PRODUCER shall be responsible for securing the consent of any third Parties used in the recording of the documentary. Notwithstanding the foregoing, COUNTY agrees to assist PRODUCER in securing releases from COUNTY personnel as necessary. PRODUCER shall also be solely responsible for obtaining the express written authorization to record any portion of the documentary which is recorded at non-COUNTY locations.
11. PRODUCER shall not have the right to assign, transfer or license its rights in any Recordings to any third Party including without limitation to Network without the advanced written authorization of COUNTY.

12. PRODUCER has the right to provide its services to others or hold itself out to the public as available to engage in agreements with others.
13. PRODUCER shall not be considered an employee, agent, volunteer, independent contractor, representative of COUNTY, or other similar status which would be considered as performing any work or service for or on behalf of COUNTY, and no act, action, or omission to act by PRODUCER shall in any way obligate or bind COUNTY. PRODUCER covenants and agrees that he/she shall not represent to any third Party that PRODUCER is a director, officer, agent, employee, or representative of COUNTY.
14. To the extent permitted by law or this Agreement, neither Party shall at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of the other, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data or information, including information regarding the Program, of any kind, nature or description. The Parties stipulate that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of each Party, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. COUNTY agrees that it shall use its best efforts to notify the PRODUCER of any security concerns or restrictions of access to certain COUNTY facilities or personnel prior to the commencement of filming.
15. It is the express intent that each Party to this Agreement be responsible for the actions of their employees only. To the extent authorized by law, each Party will indemnify, defend and hold harmless the other Party for the acts of its own officers, employees, agents, servants, designees, attorneys and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of that Parties' officers, employees, agents, designees, or servants during the performance of the this Agreement. The Party seeking indemnification reserves the right to select defense counsel. The provisions of this section shall survive the expiration or early termination of this Agreement.
16. Throughout the term of this Agreement and for all applicable statutes of limitations periods, PRODUCER shall maintain appropriate insurance coverage as required by COUNTY and shall provide COUNTY with a Certificate or other documentation evidencing same as required by the attached Facility Use Policy, Facility Use Application, Facility Use Permit, and Facility Use Hold Harmless Agreement, all of which are attached hereto as Exhibits A, B, C and D, all of which are expressly incorporated herein and included as a term of this Agreement. To the extent any of

those terms conflict with the terms of this Agreement the terms of this Agreement shall control. PRODUCER, by its signature, agrees it has reviewed and agrees to abide by the terms of all such policies and agreements.

17. This written Agreement and Attachments A, B, C, and D contain the sole and entire Agreement between the Parties. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the Parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the Parties.
18. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.
19. The terms and conditions of this Agreement shall be binding upon PRODUCER, PRODUCER's executors, administrators, heirs, personal representatives, successors and assigns.
20. PRODUCER shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
21. PRODUCER represents that it has, or will have, and will maintain as required by law, all necessary permits and licenses required for the work they will perform. Failure to do so shall allow COUNTY to stop all work by PRODUCER without penalty or sanction to COUNTY of any kind.
22. In the event either Party brings an action against the other to enforce any conditions or covenant of this Agreement, each Party shall be responsible for its own costs and fees including attorneys' fees and costs.
23. The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
24. PRODUCER understands and agrees that the REOC performs operations during emergencies and exercises and that PRODUCER'S

filming and recording of those operations and exercises may subject them to later subpoena as witnesses to events which occur during filming. PRODUCER understands and agrees that COUNTY has no control over the issuance of any such subpoenas and that COUNTY is not obligated to defend or pay any costs associated with defending, objecting or complying with any such subpoenas.

25. PRODUCER represents that the film style will be a documentary, "fly on the wall", fact-based production, and that the final product will be a documentary style broadcast, rather than a "reality" TV production or "60 Minutes" investigative journalism style broadcast. PRODUCER agrees to allow COUNTY to review final product for compliance with this provision.
26. PRODUCER understands that the duties performed by REOC involve duties touching on sensitive and sometimes confidential matters. PRODUCER agrees not to broadcast or publish in any way, any confidential matter, for which PRODUCER has not obtained a waiver, if required, or for which the period of confidentiality has not expired. COUNTY shall be allowed to review footage to be broadcast, in advance of broadcast, to assure to its satisfaction that the confidential matters stated herein are not used or are appropriately obfuscated or pixilated to protect any such confidential matters from being broadcast. Regardless of such review, PRODUCER assumes all liability for any violations of confidentiality and agrees to indemnify, defend and hold harmless COUNTY for the same.
27. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
28. This Agreement is not intended to and does not create any third Party beneficiary rights in any person not a Party to this Agreement.
29. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. Further, the undersigned representative for COUNTY represents and warrants that no other authorization is necessary to enable PRODUCER and/or NETWORK to use COUNTY Facilities for the purpose contemplated herein.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**





Attachment A  
**Washoe County**  
**COMMUNITY SERVICES DEPARTMENT**

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**WASHOE COUNTY**  
**FACILITY USE POLICY**

Washoe County owns and manages many facilities that are utilized for both county and non-county meetings and events. While it is desirable to provide as much access to County facilities as possible, it is also necessary to protect the County tax payer from liability resulting from the use of County facilities by persons and organizations for various non-County sponsored events.

The purpose of this policy is to provide direction to the public on the requirements for reserving and using County facilities for non-County events. In addition, it is the purpose of this policy to assure that the use of County facilities for both County and non-County sponsored events results in the least amount of damage to property and liability exposure to the County.

**Exception.** This policy applies to all County-owned or operated facilities except those managed by the Parks Department and the Washoe County Library Board of Trustees.

**Reservations.** All reservations for the use of facilities shall be honored on a first come, first-serve basis, and by contacting as follows:

- (a) County-Related use. County Departments may reserve County facilities by contacting the department responsible for and using the facility to be reserved.
- (b) Non-County Related Use. County facilities may be reserved by contacting the Community Services Department.

**Insurance.** Where proof of insurance is required of persons or organizations, such insurance policy shall name Washoe County as an additional insured and provide that the County get at least ten days' notice of any policy cancellation.

Certificates of insurance or policy copies must be in the name of the individual or organization that is the permittee. Homeowners' liability policies or certificates for individual permittees are acceptable for individual use purpose only.

If insurance coverage is not otherwise available, permittees may be able to purchase insurance through the Office of the County Risk Manager.

The amount of insurance required varies depending upon the type of activity as follows:

- Class I: None required
- Class II: Minimum of \$300,000 Bodily Injury/Property Damage.
- Class III: Minimum of \$500,000 Bodily Injury/Property Damage.
- Class IV: Minimum of \$1,000,000 Bodily Injury/Property Damage.
- Class V: Minimum of \$1,000,000 Bodily Injury/Property Damage.

The classes are identified by category of activity on Attachment "A", attached hereto and incorporated herein, and which Attachment may be amended from time to time by the County Risk Manager. On an individual basis, an event may be placed into a higher –class designation if, in the determination of the County Risk Manager, the risk to the County so warrants.

**Fees/Damage Deposits.** A facility use fee or damage deposit may be required for the use of certain County facilities. Any such fees or deposits shall be indicated on a schedule maintained by the Community Services Department and must be paid at the time the application for permit is granted.

**Prohibited Activities.** The following activities are prohibited when using County facilities:

- (a) Smoking. Smoking is prohibited on the inside of any County building unless a specified place for smoking has been designated in accordance with NRS 202.2491(6) by the department responsible for the facility use.
- (b) Alcohol. The serving or consuming of alcohol is prohibited unless waived by the Board of County Commissioners.
- (c) Illegal activity.
- (d) Violation of rules. This prohibition includes any County rules as specified by the Community Services Department and rules promulgated by the department or agency responsible for the facility being used.

**Waiver.** If alcohol is to be served or consumed as part of the proposed event, a waiver of (b) must be sought and obtained from the Board of County Commissioners prior to the event. A waiver request should be in the form of a letter from the applicant to the Board, copied to the Community Services Department, wherein the proposed event and the roll of alcohol is described. Any request for waiver must be submitted to the County Manager's Office at least four weeks prior to the scheduled event to assure the ability of the Board to review the matter at a scheduled meeting.

## ATTACHMENT A

CLASS I (NO INSURANCE REQUIRED)

Washoe County Departments  
 Department sponsored events  
 Other government agencies  
 Washoe County School System  
 Joint Use Agreement Holders  
 Social gatherings (up to 50 non-company)

CLASS II \$300,000

Scientific, educational, associations, public  
 service non-profit groups, religious groups  
 (51 – 100)  
 Private schools  
 Private gatherings (51 – 100)  
 Commercial gatherings (51 – 100)  
 Social gatherings (51 – 100)

CLASS III \$500,000

Auctions  
 Seminars  
 Auto Shows  
 Bingo Games  
 Speaking Engagements  
 Craft Shows  
 Educational Exhibits  
 Group Camping  
 Weddings (101 – 300)  
 Picnics (101 – 300)  
 Dog Shows  
 Cat Shows  
 Musicals, Plays  
Events with liquor served (up to 100)

CLASS IV \$1,000,000

Events with liquor sold  
 Concerts  
 Dances  
 Picnics (300+)  
 Horse Events  
 Soap Box Derby  
 Parades  
 Tennis  
 Handball  
 Racquetball  
 Archery

CLASS V \$1,000,000

Vehicle Racing  
 Animal Racing  
 Rodeos  
 Fireworks  
 Circus  
 Carnival  
Events with liquor (over 100)  
 Any large event greater than 100  
 people where special measures  
 may be required to keep order,  
 protect the facility and control the  
 liability exposure.

ANY EXCEPTIONS MUST BE  
 APPROVED BY THE COUNTY RISK  
 MANAGER

The above list is not inclusive.

Facility users **MUST** furnish Washoe County with a Liability Certificate in the amount required, naming Washoe County as an “Additional Insured.” Insurance Certificates are due thirty (30) days prior to event.

Family picnics, socials, weddings, etc. can obtain liability insurance through their Homeowner’s Agent. Companies, groups, etc. should contact the agent who carries their liability insurance for the company or group.



# Washoe County COMMUNITY SERVICES DEPARTMENT *Operations Division*

## FACILITY USE APPLICATION

Group or Organization: Gypsy Moth Productions

Washoe County Facility to be used: Regional Emergency Operations Center

Specific Area within Facility: Command Center

Today's Date: March 31, 2017 Day / Date Requested: April 27, 2017

Time: From: 8:00 A.M. P.M. to 10:00 A.M. P.M.

Intended use: filming the operations at the County Emergency Command Center to be used in the documentary "Broken Propeller" and training film for 1st responders

Expected Size of Group: 3 Expected Number of Vehicles: 1

Group Address: 2535 Spinnaker Dr, Reno 89519 Phone: 775-825-9658

Individual in Charge of Group: Christine Lazzarini

Address: 2535 Spinnaker Dr, Reno 89519

Home Phone: 775-825-9658 Mobile Phone: 775-848-0352

Email: Lazz2711@aol.com

I, the undersigned, have read the Washoe County Facility Use Policy and hold harmless and indemnification provisions and understand all their terms. I hereby execute this application voluntarily and with full knowledge of its significance.

CHRISTINE LAZZARINI / Producer  
Name and Title

3-31-17  
Date

For Office Use Only

Insurance Limits required: \_\_\_ \$300,000 \_\_\_ \$500,000 \_\_\_ \$1,000,000 \_\_\_ Other \_\_\_

**\*\*Copy of liability insurance with "Washoe County" listed as the additional insured necessary.\*\***

Group wishes to be added to Washoe County's special event liability for lessors insurance policy:

Insurance Premium: \_\_\_\_\_

User fees: \_\_\_\_\_

Total Due: \_\_\_\_\_ Deposit: \_\_\_\_\_ Amount Due: \_\_\_\_\_

Comments: \_\_\_\_\_



Attachment C  
**Washoe County**  
**COMMUNITY SERVICES DEPARTMENT**  
*Operations Division*

**FACILITY USE PERMIT**

Permit No: \_\_\_\_\_  
 Group or Organization: Gypsy Moth Productions  
 Washoe County Facility: Regional Emergency Operations Center  
 Specific Area within Facility: Command Center  
 Day / Date: Two (2) days starting May 10, 2017  
 Time: From: 8:00  A.M.  P.M. to 10:00  A.M.  P.M.  
 Intended use: filming the operations at the County Emergency Command Center to be used in the documentary "Broken Propeller" and training film for 1st responders  
 Expected Size of Group: 3 Expected Number of Vehicles: 1  
 Contact Individual for group: Christine Lazzarini  
 Home Phone: 775-825-9658 Mobile Phone: 775-848-0352  
 Email: Lazz2711@aol.com

\_\_\_\_\_  
 CSD - Division Director of Operations \_\_\_\_\_  
 Date

User Fees: \_\_\_\_\_ Insurance Premium: \_\_\_\_\_  
 Total Due: \_\_\_\_\_ Deposit: \_\_\_\_\_  
 Balance due: \_\_\_\_\_



WASHOE COUNTY
"Dedicated to Excellence in Public Service"

COMMUNITY SERVICES DEPARTMENT

FACILITY USE HOLD HARMLESS AGREEMENT

The undersigned wishes to use certain County facilities known as Regional Emergency Operations Center on two days between May 10 and June 30, 2017 from 8:00 am to 10:00 am for the purpose of filming the operations at the County Emergency Command Center to be used in the documentary "Broken Propeller" and training film for First Responders.

The provisions of this agreement apply to myself, my entity, group or organization and our invitees or guests. I agree to abide by all applicable rules and regulations relating to the property. Failure to do so may result in revocation of permission to use the facilities and an order to vacate the premises.

I agree to reimburse Washoe County for any damage done to its property by myself or any other person associated with myself or my group. I also agree to save and hold Washoe County and its officers, agents, servants and employees harmless from any claim by any person resulting from my use of the facilities including, without limitation, any claims for damages resulting from death or injury to any person or damage to any property arising out of my activities at the facilities except those directly and proximately resulting from the intentional or negligent acts of County employees acting within the scope of their official duties.

I agree to give Washoe County prompt and timely notice of any claims made or suit instituted which may directly or indirectly affect Washoe County or its officers, agents, servants and employees.

I agree to reimburse Washoe County for any expenses incurred in responding to or defending any claims or suits, including the reasonable value of any services rendered or time spent by County officers or employees in responding to or defending such claims or suits.

I also agree to obtain and maintain a policy of General Liability Insurance (Occurrence form) in the amount of \$ 1,000,000.00 or as may be required by the County's Risk Manager. Said policy shall be endorsed to include the County as an insured with respect to liability arising out of my activities pursuant to this Agreement. Proof of coverage shall be provided in the form of a Certificate of Insurance and shall provide for thirty (30) days notice of cancellation to Washoe County. Washoe County's acceptance of such insurance certificate shall not relieve me of liability nor shall the amount of insurance limit my responsibility.

If I fail to secure such insurance, Washoe County may, at its option, secure such insurance and I will be responsible to reimburse Washoe County for the expenses incurred.

I certify that I have the authority to enter into this agreement on behalf of the entity or organization described below and am executing this agreement on its behalf.

DATED this 18th day of APRIL 2017.

CHRISTINA LAZZARONI / PRODUCER
NAME & TITLE

Gypsy Mitt Productions
NAME OF ORGANIZATION
(If Applicable)

WASHOE COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF SEX, RACE, COLOR, AGE, RELIGION, DISABILITY OR NATIONAL ORIGIN IN THE ACTIVITIES AND/OR SERVICES WHICH IT PROVIDES. IF YOU HAVE ANY QUESTIONS, PLEASE CALL WASHOE COUNTY HUMAN RESOURCES - 328-2080; TDD NUMBER 328-3685.

WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER